



F H U H - 1997-2979-2

**JOSEPH M. HARRISON**  
President

98 MAY 15 PM 3:55

TO: John Grimm, Director  
Office of Motor Carriers Information Analysis  
Section of Motor Licensing  
Federal Highway Administration

DOCUMENTARY SERVICES DIV.  
RECEIVED

FROM: Joe Harrison, President  
American Movers Conference

Subject: "Your Rights **And** Responsibilities When You **Move**" —  
**The Consumer** Booklet From Hell, Part II

It is unfortunate that the summer moving season is almost over and consumers are still being issued an outdated booklet with reference to the ICC rather than FHWA. However, at least it appears that the content of the updated booklet has been finalized, including reference to an FHWA address and phone number (p. 17 of AMC's prototype booklet).

Although a formal decision has not been issued by FHWA, AMC is prepared to advise its members that a new, updated booklet is available and that it contains new language that will be required by FHWA when a decision is formally issued. The enclosed booklet is a copy of what AMC plans to print and make available to its members. The booklet contains verbatim the **FHWA's** proposed new language. In addition, we have added a notice regarding tariff availability (inside front cover), a table of contents, and a glossary of moving terms that we believe will enhance consumer knowledge of the transportation service being purchased. It is our understanding that adding these three items conforms with FHWA requirements, since a mover can use any format or add any useful information, so long as the FHWA language is presented clearly to the consumer.

We are ready to proceed on an informal basis as long as FHWA has no objection. Our basis for proceeding is to get into the hands of our consumer customers the most up-to-date and accurate information as possible regarding a potential interstate move. We believe issuance of this booklet prior to an official FHWA decision is in the best interest of the consumer since it may be many more months before a final FHWA decision is issued and the fact that the outdated booklet they are now receiving probably does more harm than good (i.e. references to a non-existent federal agency).

One final problem has just recently been introduced by a Mr. Dave Miller. He stated in a recent telephone discussion that DOT is required to reference metric provisions in its decisions. Therefore, all references to pounds and other measurements in the booklet will have to also include a metric conversion. While I understand the broad **DOT** requirement, reference to **metric in this publication will only serve to confuse the consumer**. Since FHWA has taken the time and effort to improve and simplify the booklet to help the consumer, in my opinion it would be a step backward to introduce metric, **especially** as such relates to the improved liability language on pp. 10, 11 and 12 of the enclosed booklet. Movers' tariffs, orders for service and bills of lading do not contain metric provisions. **A salesman does not use metric references when selling a move; why confuse the consumer with references to metric.**

See enclosed ICC decision regarding metric. The transportation community, including movers, doesn't use metric. See statements of parties to the proceeding. I realize that DOT is an executive agency, but maybe the new responsibilities (transfer from ICC to DOT) wrought by the ICC Termination Act is sufficient justification not to use metric.

If we have to we will add metric provisions, but as indicated it will result in more harm than good. It is hoped that FHWA will take a more reasoned, practical approach for the sake of the consumer. I hope a decision regarding metric doesn't hold up the process an additional several months.

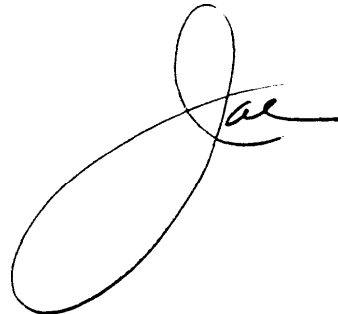
In conclusion, it would be appreciated if you could provide a prompt written response to the following as soon as possible:

- (1) Advise informally that the booklet enclosed can be used as an interim booklet until FHWA issues a formal decision.
- (2) Advise that adding the tariff notice, table of contents and glossary are not objectionable since the basic FHWA language is presented verbatim.
- (3) Advise that reference to metric will not be adopted by FHWA due to the unique nature of this publication. However, if metric is adopted, can the interim AMC booklet be used absent metric until a final decision is issued?

I'm sorry to be a pest about this subject, but I've been trying since last February to give my carriers guidance on this subject. To date, my only response has been ***"FHWA is working on it"***.

Enclosures .

cc: Bernard Gaillard  
Dave Miller

A handwritten signature in black ink, consisting of a large, stylized loop followed by a horizontal line and a small flourish.

EC

INTERSTATE COMMERCE COMMISSION

DECISION

EX PARTE NO. 505<sup>1</sup>

TRANSITION TO THE METRIC SYSTEM

Decided: May 26, 1992

  
SERVICE DATE

JUN 2 1992

BY THE COMMISSION:

Proceeding discontinued without prejudice to the consideration of more limited proposals on a case-by-case basis.

**BACKGROUND**

Section 5164 of the omnibus Trade and Competitiveness Act of 1988 (P.L. 100-418, **102 Stat. 1107, 1451**), which amended the voluntary metric conversion provisions of the Metric Conversion Act of 1975 (P.L. 94-168, 89 Stat. **1007**), declared the policy of the United States to designate the metric system of weights and measurement as the preferred system for United States trade and commerce. The Act provided that each executive Federal agency, by date certain prior to the end of fiscal year 1992, shall use the metric system in its procurements, grants, and other business-related activities except to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms. Executive agencies are required to report to Congress, as part of annual budget submissions for each fiscal year, actions taken to implement provisions of this section.

On July 25, 1991, the President signed Executive Order 12770 on "Metric Usage in Federal Government Programs." (56 FR 35801) The purpose of the executive order was to give impetus to the existing legislation on metric **usage**. The Executive Order declared that Federal departments and agencies shall "... use to the extent economically feasible by September 30, 1992 . . . the metric system of measurement in Federal Government procurements, grants, and other business-related activities." The U.S. Department of Commerce (WC) was designated as the lead Federal agency for metric conversion. DOC issued its guidance for Federal agencies on January 2, 1991, at 56 FR 160 (15 CFR Part **19**), and, on December 20, 1990, issued its interpretation of the International System of Units for the United States at 55 FR 55242. Essentially, Federal agencies **are** required to: (1) establish metric conversion plans and dates for use of the metric system in procurements, grants, and other business-related activities: (2) coordinate with other Federal agencies, State and local governments, and the private sector: (3) assist in the removal of barriers to metric system transition: and (4) provide for full public involvement and timely information about significant metrication policies, programs, and actions.

Further, DOC guidance calls for Federal agencies to give consideration to the effects of their actions on State and local governments and the private sector, with particular attention to the effects on small business. Although not strictly bound by **the Metric Conversion Act or DOC's guidelines, the Commission** instituted this proceeding to consider conversion to the metric system in order to foster a uniform scheme of Federal regulation.

**OVERVIEW**

In July 1990, the Commission completed an internal survey

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<sup>1</sup> This proceeding was previously docketed as Ex Parte No. 202.

to identify activities that might be amenable to metric conversion. The survey results suggested that procurement, tariff filings, and publications intended for commercial use were areas for potential application. In addition, certain historical data bases, such as the Rail Waybill Sample, and certain filing and reporting requirements mandated by the Commission, would need to be changed to reflect metric measurements.

Although the Metric Conversion Act, by its terms, only applies to executive agencies, we issued an Advance Notice of Proposed Rulemaking (ANPR) to consider whether to convert to the metric system to achieve a uniform scheme of Federal regulation consistent with our mandate to foster sound economic conditions in transportation [49 U.S.C. 10101(a)(1)(c) and 10101a(4)]. The purpose of this ANPR was to solicit comments and suggestions on how the Commission should proceed in defining the scope of its activities subject to metric conversion and to seek guidance on the appropriate timetable for the conversion process.

The ANPR was published in the Federal Register on August 15, 1991, (56 FR 40592). It requested comments from carriers, shippers, and other interested parties on a wide range of issues including: the scope and timing of the conversion process; appropriate metric standards for use by the Commission; conversion of forms used by the Commission; and ways that the Commission could assist carriers, shippers, and the public in using the metric system.

#### POSITIONS OF THE PARTIES

We received 33 comments in response to our Notice. While a few of the submissions were supportive of metric conversion, the vast majority were opposed. The essence of the arguments presented in opposition is that, while individuals are generally supportive of the positive effects of transition to the metric system on our Nation's position in global markets, this program is likely to result in substantial costs and few, if any, benefits for carriers and shippers involved in the domestic transportation industry. Further, several of the respondents noted that this proposal comes at a time (during a recession) when carriers can least afford such a burdensome expense. Several indicated that any future conversion to metric should be market driven based on customer needs and desires rather than imposed by government.

United Parcel Service (UPS) notes that its primary competitor, the US Postal Service, is exempt from mandatory metric conversion. UPS states that the Postal Service will not convert, thus placing UPS at a competitive disadvantage. The Chicago Board of Trade states that the Commission should not pursue conversion in any respect regarding grain commodities until those Federal agencies with a more direct interest in the commerce of grain, such as the Department of Agriculture and the Commodities Futures Trading Corporation, take action. The Association of Transportation Practitioners suggests that conversion is not practical now given the limited current usage of metric by shippers and the present economic difficulties.

Although the U.S. Treasury Department alone supported a mandatory conversion to a metric system, at least six other parties urged a voluntary conversion. These parties cited the ICC's current permissive rules that allow the publication of metric tariffs. Several comments supported a dual system to permit an orderly transition, while several others urged against a dual system due to the potential for confusion and duplication. Seven respondents stressed the need for a phase-in period if metric conversion is adopted by the Commission. Four respondents stated that there should be separate rulemakings for specific

issues rather than one giant rulemaking attempting to cover all aspects of metric conversion. Two parties urged the ICC to lead the way by using metric data in our decisions, reports, and other publications.

There was some limited and conditioned support for the conversion. The Chemical Manufacturers Association (CMA) favors conversion, but does not believe the ICC should be the agency that imposes such a significant change on the transportation industry; CMA recommends the permissive use of both the metric and English systems of weights and measures. The National Industrial Transportation League (NITL) also endorsed conversion, but only in cooperation with other organizations, and in an orderly and cost effective manner. NITL suggests that the conversion process be market driven and fully implemented by the year 2000. DOT endorses a flexible conversion, with phase-in and separate rulemakings for each related issue. Admiral Transportation stated that the problem can be solved if shippers convert to metric. This would force carriers to follow their customers. While Dupont states that conversion will "level the playing field" to compete globally, it states that the proposal contains no benefits for domestic carriers and shippers, and will likely do substantial harm to them. Dupont also raises a middle ground by suggesting that if conversion is done, the Commission could use the American National Metric Council tariff conversion tables that have been in existence for some time. The Distilled Spirits Council points out that its industry uses the metric system and urges the ICC to coordinate closely with other agencies during the process. While ATA is not opposed to the metric system per se, it suggests that the Commission should not mandate a conversion because that would impose substantial and unjustifiable costs on carriers and shippers alike. Rather, it believes that the current policy of permitting voluntary use of metric measures is the proper approach.

#### DISCUSSION AND CONCLUSIONS

##### Conversion to the Metric System of Weights and Measures in the United States Has Historically Been a Voluntary Process.

The movement toward use of metric weights and measures in the United States has been a voluntary process. The Metric Conversion Act of 1975, Public Law 94-168, for example, indicated that the policy of the United States would be to coordinate and plan the use of the metric system and to establish the Metric Board to coordinate the voluntary conversion to the metric system. In the Omnibus Trade and Competitiveness Act of 1988, Public Law 100-418, Congress declared metric the preferred system of weights and measures. Finally, the Executive Order issued in July of 1991, referred to the metric system as the "preferred **system**" for United States trade and commerce. Further, the executive order states that "metric usage shall not be required to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms." (56 FR 35802). As discussed below, we have taken steps to allow the voluntary and permissive use of the metric system.

- ✓ Transition to the Metric System Is Intended to Make the Nation More Competitive in Global Markets. However, Use of Metric for Domestic Surface Transportation Will Require Substantial Investment with Little or No Benefit.

As stated by the AAR, "Congress has not endorsed ultimate conversion to the metric system as an end in itself, but rather as a means to an end -- enhanced competitiveness of American businesses in world markets." Respondents to the ANPR almost universally recognized the potential benefits of the metric system for international transactions. However, from their

comments it also appears quite clear that these benefits are not likely to **accrue** to the domestic surface transportation industry or to domestic shippers. Further, the conversion process is not without significant cost to the transportation sector. The following estimates were provided by respondents of the initial conversion cost and increased annual cost of using metric rather than English weights and measures:

- Carolina Freight Carriers estimates that reprogramming of computers would require **12** staff years and cost approximately \$1.1 million dollars.
- Schneider National indicates that a conservative estimate of its cost of conversion would be \$700,000 for computer applications programs alone.
- The Household Goods Carriers Bureau stated that data from selected Household Goods Carriers projected the cost of converting to metric from **\$1-\$16** million for each larger bureau carrier.
- CSX estimated that it would have to spend \$4.65 million to convert computer programs and an additional \$1.3 million to convert pricing information.
- Roadway Package Service suggested that it would require 60 staff years and cost \$2 million to convert its tariff library.
- UPS projected its minimum cost of converting to **metric** to be \$155 million. This figure does not include the cost for **UPS's** 1.1 million daily pick-up accounts to convert its internal systems.

Based on these estimates, which we believe to be representative, the cost to surface freight transportation companies of converting to metric measures will be hundreds of millions of dollars. These costs are likely to be passed on to shippers and ultimately to the American consumer, since all modes **and** all firms will be equally affected. But, since whatever action we take will not extend to private or exempt carriage, these unregulated segments may gain a competitive advantage because ICC regulated firms will incur a substantial additional cost. Finally, mandating use of the metric system will place a consequential cost burden on the shippers using regulated carriers who will have to modify or redesign accounting, rating, and inventory control systems that are linked to the transportation network as part of their overall logistics programs.

While it may be consistent with good management to incur costs today that may result in future savings or net benefits, the record gives no indication of short-term or long-term savings or benefits from forced conversion of the domestic transportation industry to the metric system.

**The Commission Has Taken Positive Steps Toward Voluntary Metric Conversion. Further Action Should be Based on the Needs of Carriers and Shippers in Response to Market Forces.**

The current regulatory environment relies largely on market forces, resorting to government intervention only where there is an indication of market failure. Government mandated **metric** conversion is regulatory in nature and counter to the axiom that in the great majority of cases markets work. There has been no demonstrated market demand for metric conversion on the part of carriers, shippers, or the general public.

The Commission has taken some positive steps in facilitating voluntary use of the metric system. In a notice served July 6, 1976, entitled Metric Conversion of Units of Measurement, we permitted carriers to file tariffs using metric units rather than customary units of measure. In addition, in 1982, we adopted a standard reference conversion table for metric units (Standard Reference Tables for Metric Conversion of Transportation Tariffs, American Metric Council) and permitted carriers or their agents to refer to this publication in converting all or a portion of their tariffs to metric. (Special Tariff Authority No. 82-10600, Metric Conversion, August 12, 1982 and Special Tariff Authority No. 82-10600, Metric Conversion, September 24, 1982). These actions were intended to facilitate a voluntary conversion to metric units. If shippers or carriers desire further such changes we would consider them.

The Actions of Other Agencies Within the Executive Branch Preempt the Necessity of Commission Mandated Conversion

There are two potential areas where the Commission could mandate conversion to a metric system. First, we could convert to metric measure in procurement, contracting, and day-to-day operations and administration. In most instances, however, we must comply with directives and issuances from the General Services Administration regarding these issues. Therefore, there appears to be little need for us to develop separate policies addressing these concerns. The second area deals with the substantive regulatory responsibilities of the Commission. Indications are that the U.S. Department of Transportation has initiated a very detailed and structured plan for converting to metric. To the extent that the Commission and DOT both have responsibilities regarding the transportation sector, DOT initiatives make Commission action redundant. For all other Commission areas of authority or responsibility, a voluntary rather than a mandated approach appears preferable. However, we will consider other, more limited proposals on a case-by-case basis on a showing of good cause to initiate a proceeding.

ENERGY AND ENVIRONMENTAL CONSIDERATIONS

This action will not have a significant impact upon the quality of the human environment or the conservation of energy resources.

REGULATORY FLEXIBILITY ANALYSIS

This action will not have a significant impact on a substantial number of small entities.

It is ordered:

1. Specific metric conversion proposals of carriers or shippers will be entertained on a case-by-case basis and in response to a demonstrated need.
2. This proceeding is discontinued.
3. This decision is effective on June 2, 1992.

By the Commission, Chairman **Philbin**, Vice Chairman McDonald, Commissioners Simmons, Phillips, and Emmett.

(SEAL)

Sidney L. Strickland, Jr.  
Secretary

# PROFESSIONAL MOVERS COMMERCIAL RELOCATION TARIFF

## GOVERNING RULES AND REGULATIONS

STB HGB 400-L

Original Page 41

SECTION I SEE ITEM 10000 FOR ABBREVIATIONS AND REFERENCE MARKS [400L14]
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### ITEM 20 COLLECTION OF CHARGES, PREPAYMENT

- (a) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, certified check, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank), except (1) where other satisfactory arrangements have been made between the carrier and the consignor or consignee, in accordance with rules and regulations of the Department of Transportation, or (2) when delivery is made pursuant to Paragraph (c).
- (b) When satisfactory arrangements for credit have been made between the carrier and the consignor or consignee, in accordance with rules and regulations of the Department of Transportation, the following conditions will apply:
  - 1. The free credit period shall extend 7 days, excluding Saturdays, Sundays and legal holidays, **from** the first 12 o'clock midnight following the presentation of the bill by the carrier or deposit of same in the U.S. Mail. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
  - 2. Except as provided in exception below, when carrier's bill has not been paid within the free credit period, credit shall automatically be extended to a total of 30 calendar days, which shall include the free credit period, and shipper will be assessed a service charge by the carrier equal to 1 percent of the amount of carrier's bill, subject to a \$10.00 minimum charge for such extension of the credit.
  - 3. Carrier's bill will state separately, the total charges due during both the free credit period and the extended credit period.
  - 4. The mailing by shipper of valid checks or drafts in payment of charges within the credit period allowed such shipper, is deemed to be the collection of the tariff charges within the credit period for the purpose of this item. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
  - 5. No such carrier shall grant credit to any shipper which fails to pay a duly presented bill within the 30-day period, unless and until such shipper affirmatively satisfies the carrier that all future bills **duly presented will** be paid strictly in accordance with the rules and regulations prescribed by the Commission for the settlement of carrier rates and charges.
- (c) When carrier has provided an estimate of charges applicable to a shipment and credit arrangements have not been previously established, and where actual charges exceed the estimate by more than 10 percent, the provisions of Paragraph (b) 2, will not apply. The carrier will, upon request by shipper, extend credit for such excess amount over 10 percent above the estimate, and the shipper shall pay the
  - ▼ balance of the charges within 30 days following the date of delivery.

Item 20 concluded on next page

HOUSEHOLD GOODS CARRIERS' BUREAU COMMITTEE, AGENT  
1611 DUKE STREET, ALEXANDRIA, VA 22314-3482 703-683-7410

ISSUED: APRIL 05, 1996

EFFECTIVE : MAY 05, 1996





JOSEPH **M.** HARRISON  
*President*

TO: Paul Btennan

February 25, 1997

FROM: Joe Harrison

Subject: 1:30 p.m. Wednesday, February 26, 1997 Meeting

As **promised**, this memo provides an outline of the subjects I would like to discuss with you on Wednesday.

The ICC Termination Act of 1995 changed and/or eliminated a **number** of motor carrier regulations; however, household goods carriers are still subject to a number of regulatory requirements--previous ICC regulations retained for movers as well as new Surface Transportation Board (STB) and DOT regulations (FHWA). The attached jurisdictional chart illustrates the bifurcated regulatory oversight of interstate movers.

The industry is still required to adhere to a ser of consumer rules previously known as the 1056 rules, now designated as Part 376 (49 CFR Chapter III). There are three areas of the current consumer regulations I would **like to** discuss. They are:

1. **ANNUAL PERFORMANCE REPORTS.** It was determined informally by FHWA in March, 1996, that movers would no longer be required to file performance reports. This was based on a number of reasons, including:
  - (1) The carrier performance information is difficult for consumers to interpret. a
  - (2) The **data** reported is unreliable (suspect) since no one (at ICC or FHWA) audits and verifies the data.
  - (3) There is no effective way for the Government to identify who should file these reports. Obviously, there are carriers who should file but don't.
  - (4) For most reporting carriers the report is looked upon as a marketing tool. Therefore, there is a high tendency to "sell your attributes" and not to advertise your negatives.
  - (5) The above negatives rendered the reports useless to consumers.

Since FHWA did not send the old ICC Performance Report form to carriers **based** on the above. carriers didn't file reports in 1996. I advised our members that they would no longer be required to file

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this report and indicated that a formal FHWA decision would likely be issued prior to the summer moving season that would formally delete the filing requirement from Part 376. That was last March-no decision has been issued to date. The requirement is still in Part 375. The deadline for filing Performance Reports is March 31 of each year.

## 2. "YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU MOVE".

Part 376.2 (old 1056.2) Information For Shippers. This regulation requires movers to provide, among other information, a copy of a publication entitled, *"Your Rights And Responsibilities When You Move OCE-100*. This booklet provides consumers an easy-to-read summary of the consumer rules movers are required to adhere to as detailed in Part 376.

About this same time last year I inquired regarding FHWA's plans regarding changes in the consumer booklet, since the booklet being furnished to consumers has several references to the Interstate Commerce Commission, including a specific reference for consumers to call or contact a number of ICC offices if additional assistance or information is required. I indicated that it would be very confusing and disappointing for consumers to receive the booklet and call the ICC only to find out they do not exist.

Discussion and exchange of information with FHWA on this subject was productive and resulted in a draft of a new booklet that updated, clarified and improved the booklet, including reference to FHWA in lieu of the ICC. To ease the government's administrative burden, it was suggested that FHWA issue a rulemaking requiring the new provisions to be included in the consumer booklet but not adopt the booklet as an official government form. FHWA would not have to print or inventory the booklet. Carriers (and AMC) would print copies for industry use. AMC would print a supply for FHWA to use when inquiries are received.

Our goal was to enable carriers to have a supply of the new booklet prior to the 1996 moving season- As the moving season approached and no rulemaking or decision was issued, AMC asked if the draft booklet could be printed and carriers advised that it was an interim publication to be used until a final decision was issued. Permission was not given. It is one year later and another moving season (May 15-September 30) is again upon us. Carriers are still furnishing consumers an outdated booklet with ICC references.

On February 4, 1997, the Surface Transportation Board issued a decision in Ex Parte No. 555, Household Goods Tariffs, that requires certain notice requirements on bills of lading or other documents. Carriers may well include certain notice requirements in the consumer booklet once FHWA issues a decision.

We are seeking ways to expedite a decision on this pro-consumer issue prior to the moving season.

3. **PROPOSED CHANGES IN PART 376 (1056 CONSUMER REGULATIONS).** AMC plans to submit a petition seeking certain changes in consumer rules. The changes are not controversial, just common sense updating. As an example, the definition of household goods has changed and the regulations should be changed to reflect the new definition.

We don't want to file this petition if it is going to delay action on Subjects 1 and 2.

I'm looking forward to our meeting. I hope this information is helpful.

A handwritten signature in black ink, consisting of a large, stylized loop followed by a smaller, more complex flourish.

**ICC TERMINATION ACT OF 1995**  
**AGENCY AND DEPARTMENT JURISDICTION**

<b>SURFACE TRANSPORTATION BOARD</b>	<b>SECRETARY DEPARTMENT OF TRANSPORTATION</b>	<b>DUAL JURISDICTION ACCORDING TO SPECIFIC STATUTES</b>
1. General powers to carry out authority conferred and to carry out Subtitle IV - §§13301 (f) and 721.	1. General powers to carry out Part B (motor carriers, brokers & freight forwarders) - §13301.	1. Jurisdiction over motor carriers and brokers - §13501. 2. Jurisdiction over water carriers - §13521.
2. Agent for service of process in District of Columbia - §724.	2. Agent for service of process (motor carriers, brokers & freight forwarders) §§13303, 13304.	3. Jurisdiction over freight forwarders - §13531. 4. Exemption authority - §13541.
3. 1 st proviso rates and collectively established rates, etc. reasonableness §1370 determinations - §13701(a).	3. 1 st proviso binding estimates and guaranteed P/U and delivery rates -	5. Recordkeeping and inspection authority - §14122. 6. Civil enforcement authority - §14702.
4. Awarding of reparations following shipper or government agency complaint - §13701 (d)(4).	4. Credit regulations - §13707. 5. Registration - §§13901 - 13904.	7. Investigation and complaints re damages for violations of Act and overcharges - §§14701, 14704.
5. Tariff publication - filing, form and manner - §13702(c).	6. Revocation of registration - §13905.	
6. Tariff rate complaints - §13702(c)(5).	7. Insurance requirements including self insurance - §13906.	
7. Collective ratemaking authority and agreements - §13703.	8. Van line/agent responsibilities and enforcement - §13907.	
8. Billing and collecting disputes - §13710.	9. Implement changes in registration system and report to Congress within 24 months - §13908.	
9. Van line/agent antitrust immunity (all provisos) - §13907.	10. All provisos (except COD) contract carriage contracts - §14101 (b).	

ICC: TERMINATION ACT OF 1995  
 AGENCY AND DEPARTMENT JURISDICTION  
 (Continued)

SURFACE TRANSPORTATION BOARD	SECRETARY DEPARTMENT OF TRANSPORTATION	DUAL JURISDICTION ACCORDING TO SPECIFIC STATUTES
10. Billing and collecting practices and off bill discounting - § 13708.	1 1. Leasing regulations - §14102.	
11. Negotiated rate undercharge disputes - §§13709, 13710, 13711.	12. Authority to issue 1 st proviso carrier operating regulations - §14104.	<i>Consumer letter</i>
12. Household goods (all provisos) pooling agreements - §14302(c)(4).	13. Conduct study and report to Congress on Carmack and limitations of liability within 12 months - §14706(g).	
13. National account 1 st proviso and 2nd and 3rd proviso limitations of liability for loss or damage - §14706(c)(1).	14. Intervention in self-help court proceedings - §14707.	
14. Collective limitation of liability for 1 st proviso - §14706(f).	15. Annual (required) and quarterly (at Secretary's option) financial and safety reports - 9 1 4 1 2 3 .	
15. Tariff reconciliation between carriers and shippers of 2nd and 3rd proviso - §14709.	16. Single state registration standards - §14505.	
16. Rescind all ICC regulations that are based on repealed laws - §204.	17. 1 st proviso (COD) loss or damage dispute settlement and arbitration - §14708.	
	18. Report to Congress on dispute settlement program within 18 months - §14708(g).	



**JOSEPH M. HARRISON**  
**President**

**TO: Dave Miller**

**March 4, 1997**

**FROM: Joe Harrison**

**Subject: Follow-up To February 26 Meeting— "Your Rights And Responsibilities" Booklet  
And Other Consumer Rules**

First, I want to follow up on last week's request for certain industry numbers. provided approximate numbers, but our latest numbers are as follows:

**AS OF MARCH, 1997**

1. Total AMC Members - 2,695
2. Of the 2,695 members, 1,754 are interstate movers holding authority from FHWA

**CHANGES To OCE-100**  
**"YOUR RIGHTS AND RESPONSIBILITIES WHEN *You* MOVE"**

Because of recent changes in notice requirements (Ex Parte No. 555), we would like to change the Tariff Notice on the inside cover to read as shown in the attachment. This notice would be printed on the inside cover. Also, we want to delete reference to "money order" on pages 1 and 14. Added language highlighted. The added language matches what is published in our tariff (See Item 20 attached). I don't believe very many people, if any, will use money orders to pay for a move.

On page 13 we reworded the paragraph dealing with insurance. Some movers have a corporate policy not to sell third-party insurance. Therefore, we changed the wording so that it is clear to the consumer that not all movers will offer third-party insurance. The current language leaves the impression that all carriers offer insurance.

We added a Glossary, but it doesn't have to be mandatory. We thought it would be helpful to consumers.

The tariff notice we are providing doesn't have to be mandatory, but we want the option of allowing carriers to add it.

**OVERALL CHANGES IN CONSUMER RULES-**  
**PART 375 (OLD 1056 RULES)**

• Attached is an informal draft of changes we would like to propose for the rulemaking that addresses overall changes in the consumer rules. Please review and let's discuss.

We need to make a decision whether to file a formal petition or simply have you consider adding our suggestions to a FHWA rulemaking proceeding.

Thanks. Please call.

**Attachments**

**HOUSEHOLD GOODS CARRIERS' BUREAU COMMITTEE** A Standing Autonomous Committee of the American Movers Conference  
1611 DUKE STREET ALEXANDRIA, VIRGINIA 22314-3482 (703) 683-7410 FAX (703) 683-7527  
Affiliated with American Trucking Associations

A handwritten signature in black ink, appearing to be "Joe Harrison", is written over the bottom right portion of the letter.

*AMC Draft 3/4/97*

**SUBJECT: Revision of Operational Regulations in 49 CFR Part 375 of Chapter III  
(formerly designated 49 C.F.R. Part 1056 in Chapter X)**

The following amendments are primarily those required to conform the regulations to reflect the provisions and Congressional intent of the ICC Termination Act of 1995. In addition, several language changes that have been proposed in the **past** relating to issues are being recommended because they are a source of confusion to consumers or are unnecessary or duplicative. The recommended amendments would benefit both consumers and the industry by clarifying the regulations and making them more relevant and responsive to current customer needs. (In the sections below, proposed language additions are bolded and deletions underlined)

**Section 375. 7 Applicability and Definitions**

***Modify (a) to read as follows:***

"(a) The regulations in this part are applicable to the operations of motor carriers engaged in the transportation of household goods as defined in paragraph (b)(1) of this section in interstate or foreign commerce **for an individual shipper as defined in (b)(5).**"

***Replace Household Goods definition in (b)(1) with statutory language in 49 U.S. C. 7 3102(10)(A)-(B) of the ICC Termination Act of 1995 to conform to the provisions of the ICC Termination Act of 1995:***

"(1) Household Goods. **The term 'household goods', as used in connection with transportation, means personal effects and property used or to be used in a dwelling, when a part of the equipment or supply of such dwelling, and similar property if the transportation of such effects or property is --**

**"(A) arranged and paid for by the householder, including transportation of property from a factory or store when the property is purchased by the householder with intent to use in his or her dwelling."**

**"(B) arranged and paid for by another party."**

***In (b)(3) Advertisement, insert "written or electronic database" before "listing" to cover applications of new technology, i.e. Internet information***

***In (b)(5), reword definition of Individual Shipper to correspond to 49 U.S. C. 13102(10)(A) as follows:***

***(5) Individual Shipper. As used in this part, "individual shipper" is the householder referred to in (b)(1)(A) who arranges and pays for his transportation.***

*Delete (b) (6) Commercial Shipper and (7) Government Bill of Lading Shipper. The only reference made to these terms in this section is on the form prescribed by Section 375.7 8, Preparation and Filing of Annual Performance Report, a requirement which FHWA has indicated will be eliminated.*

*Renumber subsection (8) as (6) and change USC reference therein from 70702 to 73702 to conform with the provisions of the ICC Termination Act.*

### **Section 375.2 Information for Shippers**

*In subsection (a) and throughout the other Part 375 regulations, change all references made to the household goods definition in 49 CFR 7056.7 (b) (1) to 49 CFR 375.1(b)(1). This is a ministerial change to conform to provisions of the ICC Termination Act of 1995.*

*Change statutory reference for a dispute settlement program in 375.2(a)(2) to 49 USC 74708.*

*Delete 375.2(a)(3), requirement for an Annual Performance Report; FHWA has indicated that this requirement is being eliminated.*

*In 375.2(b) General Requirements (for OCP- 700), delete references throughout to the Interstate Commerce Commission and Part 7056 and substitute Federal Highway Administration and Part 375.*

*New text for OCP- 700 (attached) conforms publication to provisions of the ICC Termination Act, clarifies released rate tariff options and the provisions governing the purchase of third party insurance when shipments are released to 60 cents per pound to better reflect industry practice.*

### **Section 375.3 Estimates of Charges**

*The following changes in subsections (a) and (b) would clarify current practices and requirements, as well as the application of binding estimates and the application of charges for additional quantities and services:*

(a) **Guaranteed Binding** 2**Estimates of Total Shipment Charges.** Motor common carriers engaged in the transportation of household goods as defined in 49 C.F.R. **375.1 (b)(1)** may provide in their tariffs for the preparation and furnishing to shippers of **guaranteed** binding estimates of the **total shipment charges** ~~costs~~ which the shippers will be required to pay for the services included in the estimates. Binding estimates must be furnished in writing to the shipper or other person responsible for payment of the freight charges and a copy of each such estimate must be retained by the carrier as an addendum to the bill of lading. **Each All such estimates shall** have clearly indicated on its face that the estimate is binding on the carrier **and the shipper** and ~~that~~ the charges shown are the charges which will be



assessed for **only those the services which are** identified in the estimate. Binding estimates must clearly describe the shipment and all services to be provided. **If additional quantities or services are added, including destination charges not indicated on the estimate, the carrier may require full payment for these services, in addition to the estimated charges, at time of delivery.**

(b) Non-binding Estimates. ***Change the second sentence to read as follows to better clarify the term “reasonably accurate”:*** “Non-binding estimates shall be reasonably accurate **based on the estimated weight of the shipment and services required.** ”

#### **Section 375.5(a) Order for Service**

***In subsection (a)(10) Signatures Required, insert “or the shipper’s designated agent” after “service” in the first sentence to better reflect current industry practice.***

#### **Section 375.6 Receipt or bill of lading.**

***Amend the following subsections in (b) as follows: (added language bolded)***

***(4) Substitute 375.9(b) for 7 056.9(b) and insert the additional language to clarify the application of additional valuation charges and to better define insurance obtained from a separate insurance provider:***

***(1 1) The required released rates valuation statement, and the charges (if any) for optional valuation coverage.***

***(1 2) Evidence of any insurance coverage sold to or procured for the shipper from an independent insurer, including the amount or the premium for such insurance.***

#### **Section 37 5.7 Determination of Weigh ts**

***In subsection (a), substitute 375.7 (b) (4) for 7 056.7 (b)(4) and insert the following language to provide optional weighing provisions for new industry technology:***

***Add new subsection (d): “At the option of a shipper, shipment weight may be determined with an on-board trailer scale if the shipper or any other person responsible for payment of the freight charges observes the weighing of the trailer both prior to and after the loading of the shipment. If the shipper accepts the final weight determination using an on-board trailer scale, a signed statement to that effect will be retained by the carrier as part of the shipment file. The shipper may also reject the on-board weight determination at the completion of the weighing procedures and request the shipment be weighed on a certified scale. The certified weight will be used to determine the shipper’s final charges.”***

NOTE: On-board trailer scales are new technology presently being tested on trailers operated by carriers and agents associated with Allied, Mayflower, Clark & Reid, Bud Van Lines and Burnham Services. The procedures would offer shippers a means of obtaining an immediate, on-site weight. Consumers would be protected under the optional standard since the shipper would be required to witness the weighing procedures and would have the right to accept or reject the final outcome at that time and require that a certified scale be used.

#### **Section 375.8 Reasonable Dispatch**

*In (a) (1), change 7 056.7 (b) (2) to 3 75.7 (b) (2).*

*Also, delete the redundant and impractical requirement in (a) (3) to send the shipper a written confirmation of the delay notification that has already been given to the shipper by telephone. This could be accomplished by striking "and a true copy thereof shall be furnished by first class mail or in person, to the shipper" at the end of (a)(3).*

#### **Section 375.72 Liability of Carriers**

*In subsection (a), change the statutory reference of 7056.7 7 (a) to 3 75.7 7 (a).*

#### **Section 375.75 Collection of freight charges on household goods shipments involving loss or destruction in transit**

*Subsection (b): To clear up the confusion that has existed in the past regarding the basis (weight vs. valuation) for refunding charges on a partially lost or destroyed shipment, add the following language in the second sentence to read as follows: "To calculate the charges applicable to the shipment as delivered, the carrier shall multiply the percentage corresponding to the portion of the shipment as delivered, based on actual or constructive weight, by the total charges (including accessorial and terminal charges) applicable to the shipment as tendered by the shipper."*

#### **Section 375.17 Advertising by motor common carriers of household goods**

*The requirement to include the carrier's motor carrier license number in all advertisements should be relaxed so it does not apply to radio advertisements which are necessary short in duration and usually include a telephone number which is confusing for consumers. Therefore, insert "written " before "advertisement " in subsections (a) and (b).*

***Also eliminate references to Interstate Commerce Commission and ICC in the section and substitute Federal Highway Administration. In subsection (c), change 7056 references to 375.***

**Section 375.78 Preparation and Filing of Annual Performance Report**

***Delete section. FH WA has indicated that this requirement is being eliminated.***

**Section 375.79 Use of Charge Card Plans**

***Eliminate the two references to "money order" as a proper means of payment under a tariff and substitute "traveler's check or bank check." Item 20, Collection of Charges Prepayment in HHGB 400L Tariff specifies that payment is made by "cash, certified check, traveler's check or bank check."***



**JOSEPH M. HARRISON**  
**President**

**TO: Dave Miller**

**March 21, 1997**

**FROM: Joe Harrison**

**Subject: "Your Rights And Responsibilities" Booklet — Final Copy**

I know you have been on the road, but if you get a chance call me Monday (March 24) before noon.

Enclosed is final copy of the booklet (electronic copy included). We are going to press Monday afternoon (3-24-97).

I noted slight changes on the enclosed copy. See Tariff Notice (removed the phrase "reverse side"); corrected spelling-Table of Contents and p. 3; added ",", p. 5; added "the" on p. 6; reversed to U.S. measurement/metric throughout; corrected spelling p. 10; changed "private" to "individual" p. 18; added "larger" to p. 19; and added definition of tariff to Glossary.

I suppose in future rulemaking proceeding we can debate the use of metric and, if necessary, which should go first. We reversed the metric order because we believe consumers will be confused with metric, since it isn't used by industry (or its customers). We added "tariff" to the Glossary because you proposed adding it to the booklet. Our definition is slightly different from your version.

I received the enclosed letter from Paul Brennan. It will be very helpful. Unfortunately, his attachment didn't reflect the few changes we agreed to before your trip and the slight changes referenced herein, but they are so minor I plan to use the most current language.

We will furnish our members copies of the enclosed booklet for their use this summer per Mr. Brennan's letter. We will then await the rulemaking from FHWA.

I plan to furnish FHWA with a supply of these same booklets in the event the FHWA staff needs to refer to it pursuant to a consumer call or request, or finds it necessary to mail a copy to a consumer or carrier.

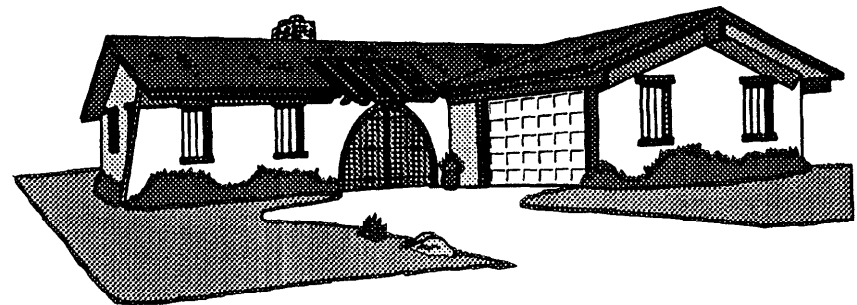
If possible, please call me Monday. Thanks.

Enclosures

A large, stylized handwritten signature, likely of Joe Harrison, written in black ink. The signature is composed of a large loop and a smaller, more complex mark at the end.

# YOUR RIGHTS AND RESPONSIBILITIES

*WHEN YOU MOVE*



Prepared By The Federal Highway Administration (FHWA)

Furnished By YOUR MOVER

## **TARIFF INSPECTION AND INCORPORATION NOTICE**

Federal law requires that movers advise shippers that they may inspect the tariffs that govern your shipment. Carrier's tariffs, by this reference, are made a part of the contract of carriage (bill of lading) between you and the carrier and may be inspected at carrier's facility, or, on request, carrier will furnish a copy of any tariff provision containing carrier's rates, rules or charges governing your shipment, the terms of which cannot be varied.

Incorporated tariff provisions include but are **not** limited to those: (1) establishing limitation of carrier's liability, the principal features of which are described in the valuation declaration section of the bill of lading; (2) setting the time periods for filing claims, the principal features of which are described in Section 6 of the bill of lading; and, (3) reserving the carrier's right to assess additional charges for additional services performed and, on non-binding estimates, to base charges upon the exact weight of the goods transported.

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## INTRODUCTION

The Federal Highway Administration (FHWA) regulations protect consumers on interstate moves and define the rights and responsibilities of consumers and household goods carriers (movers).

The mover gives you this pamphlet to provide information about your rights and responsibilities as a shipper of household goods. You should talk to your mover if you have further questions. The mover will also furnish you with a pamphlet describing its procedures for handling your questions and complaints. The pamphlet will include a number you can call to obtain additional information about your move.

## ESTIMATES

Although movers are not required to give estimates, most movers do provide estimates when requested. There are two types of estimates, binding and non-binding.

### BINDING ESTIMATES OF TOTAL COST

The mover may charge you for providing a binding estimate which must clearly describe the shipment and all services provided.

When you receive a binding estimate, you cannot be required to pay any more than that amount. However, if you have requested the mover to provide more services than those included in the estimate, such as destination charges (i.e., long carry charges, shuttle charges, extra stair carry charges, or elevator charges) often not known at origin, the mover may demand full payment for those added services at time of delivery.

To be effective, a binding estimate must be in writing and a copy must be made available to you before your move.

If you agree to a binding estimate, you are responsible for paying the charges due by cash, certified check, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank) at time of delivery unless the mover agrees before you move to extend credit or to accept payment by charge card. If you are unable to pay at the time the shipment is delivered, the mover may place your shipment in storage at your expense until the charges are paid.



**Non-BINDING** ESTIMATES  
OF APPROXIMATE COST

The mover is not permitted to charge for giving a non-binding estimate.

A non-binding estimate is not a bid or contract. It is provided by the mover to give you a general idea of the cost of the move, but it does not bind the mover to the estimated cost. Furthermore, it is not a guarantee that the final cost will not be more than the estimate. The actual cost will be in accordance with the mover's published tariffs. All movers are legally obligated to collect no more and no less than the charges shown in their tariffs regardless of prior rate quotations contained in non-binding estimates. The charges contained in the tariffs are essentially the same for the same weight shipment moving the same distance. If you obtain differing (non-binding) estimates from different movers, you will be obligated to pay only the amount specified in the tariff. Therefore, a non-binding estimate may have no effect on the amount you will have to pay.

Non-binding estimates must be in writing and clearly describe the shipment and all services provided. Any time a mover provides such an estimate the amount of the charges estimated must be on the order for service and bill of lading relating to your shipment. If you are given a non-binding estimate, do not sign or accept the order for service or bill of lading unless the amount estimated is entered on each form when prepared by the mover.

If you are given a non-binding estimate, the mover cannot require you to pay more than the amount of the original estimate, plus 10 percent, at time of delivery. You will then have at least 30 days after delivery to pay any remaining charges.

IF YOU REQUEST THE MOVER TO PROVIDE MORE SERVICES THAN THOSE INCLUDED IN THE ESTIMATE, THE MOVER MAY DEMAND FULL PAYMENT FOR THOSE ADDED SERVICES AT TIME OF DELIVERY.

SPACE RESERVATIONS, EXPEDITED SERVICE, EXCLUSIVE USE OF A VEHICLE  
AND GUARANTEED PICKUP AND DELIVERY

It is customary for movers to offer price and service options. The total cost of your move may be increased if you want additional or special services. Before you agree to have your shipment moved under a bill of lading providing special service, you should have a clear understanding with the mover what the additional cost will be. You

should always consider that you may find other movers who can provide the service you require without requiring that you pay the additional charges.

One service option is a SPACE RESERVATION. If you agree to have your shipment transported under a space reservation agreement, you are required to pay for a minimum number of cubic feet of space in the moving van regardless of how much space in the van is actually occupied by your shipment.

A second service option is EXPEDITED SERVICE to aid shippers who must have their shipments transported on or between specific dates which the mover could not ordinarily agree to do in its normal operations.

Another customary service option is EXCLUSIVE USE OF A VEHICLE. If for any reason you desire or require that your shipment be moved by itself on the mover's truck or trailer, most movers will provide such service.

Still another service option is GUARANTEED SERVICE ON OR BETWEEN AGREED DATES. You enter into an agreement with the mover that provides for your shipment to be picked up, transported to destination and delivered on specific guaranteed dates. If the mover fails to provide the service as agreed, you are entitled to be compensated at a predetermined amount or a daily rate (per diem) regardless of the expense you actually might have incurred as a result of the mover's failure to perform.

Before requesting or agreeing to any of these price and service options, be sure to ask the mover's representatives about the final costs you will be required to pay.

TRANSPORT OF SHIPMENTS ON **Two** OR MORE VEHICLES

Although all movers try to move each shipment on one truck it becomes necessary at times to divide a shipment among two or more trucks. This may occur if the mover has underestimated the cubic feet of space required for your shipment, with the consequence that it will not all fit on the first truck. The remainder or "leave behind" will be picked up by a second truck at a later time and may arrive at the destination at a later time than the first truck. When this occurs, your transportation charges will be determined as if the entire shipment moved on one truck.

If it is important for you to avoid the inconvenience of a "leave behind," be sure that your estimate includes an accurate calculation of the cubic feet required for your shipment. Ask your estimator to use a "Table of Measurements" form in making this calculation. Consider asking for a binding estimate, which is more likely to be conservative with regard to cubic feet than non-binding estimates. If the mover offers the service, consider making a space reservation for the necessary amount of space plus some margin of error. In any case, it is prudent to "prioritize" your goods in advance of the move so that the more essential items will be loaded on the first truck if some are left behind.

#### ORDER FOR SERVICE

Moving companies are required to prepare an order for service on every shipment transported for an individual shipper. You are entitled to a copy of the order for service when it is prepared.

The order for service is not a contract. Should your move be cancelled or delayed or if you decide not to use the mover, you should promptly cancel the order.

Should there be any change in the dates on which you and the mover agreed that your shipment will be picked up and delivered, or any change in the non-binding estimate, the mover may prepare a written change to the order for service. The written change should be attached to the order for service. You and the mover must sign the order for service.

#### BILL OF LADING

The bill of lading is the contract between you and the mover. The mover is required by law to prepare a bill of lading for every shipment it transports. The information on the bill of lading is required to be the same information shown on the order for service. The driver who loads your shipment must give you a copy of the bill of lading before loading your furniture.

IT IS YOUR RESPONSIBILITY TO READ THE BILL OF LADING BEFORE YOU ACCEPT IT.

The bill of lading requires the mover to provide the service you have requested, and you must pay the charges for the service.

THE BILL OF **LADING** IS AN IMPORTANT DOCUMENT. **DO NOT LOSE OR MISPLACE** YOUR COPY. Have it available until your shipment is delivered, all charges are paid and all claims, if any, are settled.

#### INVENTORY

At the time the mover's driver loads your shipment, he or she, although not required to do so, usually inventories your shipment listing any damage or unusual wear. The purpose is to make a record of the condition of each item. If the driver does not make an inventory, you should make one yourself.

After completing the inventory, the driver will usually sign each page and ask you to sign each page. It is important before signing that you make sure that the inventory lists every item in your shipment and that the entries regarding the condition of each item are correct. You have the right to note any disagreement. When your shipment is delivered, if an item is missing or damaged, your ability to recover from the mover for any loss or damage may depend on the notations made.

The driver will give you a copy of each page of the inventory. Attach the complete inventory to your copy of the bill of lading. It is your receipt for the goods.

At the time your shipment is delivered, it is your responsibility to check the items delivered against the items listed on your inventory. If new damage is discovered, make a record of it on the inventory form. Call the damage to the attention of the driver and request that a record of the damage be made on the driver's copy of the inventory.

After the complete shipment is unloaded, the driver will request that you sign the driver's copy of the inventory to show that you received the items listed. Do not sign until you have assured yourself that it is accurate and that proper notations have been entered regarding any missing or damaged items. When you sign the inventory, you are giving the driver a receipt for your goods.

## SHIPMENTS SUBJECT TO MINIMUM WEIGHT OR VOLUME CHARGES

Movers usually have a minimum weight or volume charge for transporting a shipment. Usually the minimum is the charge for transporting a shipment of at least 1,000 pounds (454 kilograms).

If your shipment appears to weigh less than the mover's minimum weight, the mover is required to advise you on the order for service of the minimum cost before agreeing to transport the shipment. Should the mover fail to advise you of the minimum charges and your shipment is less than the minimum weight, the final charges must be based on the actual weight instead of the minimum weight.

### DETERMINING THE **WEIGHT** OF YOUR SHIPMENT

If charges are to be based upon the weight of the shipment, the mover is required to weigh the shipment. Unless your shipment weighs less than 1,000 pounds (454 kilograms) and can be weighed on a warehouse platform scale, the mover is required to determine the weight of your shipment by one of the following processes.

**ORIGIN WEIGHING**—If your shipment is weighed in the city or area from which you are moving, the driver is required to weigh the truck on which the shipment is to be transported before coming to your residence. This is called the **tare weight**. At the time of this first weighing the truck may already be partially loaded with one or more other shipments. This will not affect the weight of your shipment. The truck should also contain the pads, dollies, hand-trucks, ramps, and other equipment normally used in the transportation of household goods shipments.

After loading, the truck will be weighed again to obtain the loaded weight, called the **gross weight**. The net weight of your shipment is then obtained by subtracting the **tare weight** from the **gross weight**.

**DESTINATION WEIGHING**—The mover is also permitted to determine the weight of your shipment at the destination at the time of unloading. The fact that a shipment is weighed at the destination instead of at the origin will not affect the accuracy of the weight of your shipment. **THE MOST IMPORTANT DIFFERENCE IS THAT THE MOVER WILL NOT BE ABLE TO DETERMINE THE EXACT CHARGES ON YOUR SHIPMENT BEFORE IT IS UNLOADED.**

Destination weighing is done in reverse of origin weighing. After arriving in the city or area to which you are moving, the driver will weigh the truck, with your shipment loaded on it, to obtain the gross weight before coming to your new residence to unload. After unloading your shipment, the driver will again weigh the truck to obtain the tare weight. The net weight of your shipment will then be obtained by subtracting the tare weight from the gross weight.

Each time a weighing is performed the driver is required to obtain a weight ticket showing the date and place of weighing and the weight obtained. The ticket must also have your name and shipment number entered on it, along with the identification (I.D.) numbers of the truck. The ticket must be signed by the person who performed the weighing. If both the empty (tare) and loaded (gross) weighings are performed on the same scale, the record of both weighings may be entered on one weight ticket.

At the time the mover gives you the freight bill to collect the charges, a copy of every weight ticket relating to your shipment must accompany your copy of the freight bill.

You have the right to observe every weighing. The mover is required to inform you of the specific location of each scale that will be used and to allow you a reasonable opportunity to be present. If you desire to observe either or both of the weighings, you should tell the mover at the time the order for service is prepared or, in any event, before the date of your move. This will enable the mover to contact you before the weighing to advise you of the location of the scale.

### REWEIGHING OF SHIPMENTS

If your shipment is weighed at origin and you agree with the mover that you will pay the charges at time of delivery, the mover is required to give you written notice of the weight and charges on your shipment before commencing to unload at your destination residence. If you believe that the weight is not accurate, you have the right to request that the shipment be reweighed before unloading.

The mover is not permitted to charge for the reweighing. If the weight of your shipment at the time of the reweigh is different from the weight determined at origin, the mover must recompute the charges based on the reweigh weight.

Before requesting a reweigh, you may find it to your advantage to estimate the weight of your shipment using the following method:

- Count the number of items in your shipment. Usually there will be either 30 or 40 items listed on each page of the inventory. For example, if there are 30 items per page and your inventory consists of four complete pages and a fifth page with 15 items listed, the total number of items will be 135. If an automobile is listed on the inventory do not include that item in the count of the total items.
- Subtract the weight of any automobile included in your shipment from the total weight of the shipment. If the automobile was not weighed separately, its weight can be found on its title or license receipt.
- Divide the number of items in your shipment into the weight. If the average weight resulting from this exercise ranges between 35 and 45 pounds (16 and 20 kilograms) per article, it is unlikely that a reweigh will prove beneficial to you and could result in your paying higher charges.

Experience has shown that the average shipment of household goods will weigh about 40 pounds (18 kilograms) per item. If a shipment contains a large number of heavy items, such as cartons of books, boxes of tools or heavier than average furniture, the average weight per item may be 45 pounds (20 kilograms) or more.

#### PICKING UP AND DELIVERING SHIPMENTS ON THE AGREED DATES

You and your mover must reach agreement as to when your shipment is to be picked up and delivered. It is your responsibility to determine on what date, or between what dates, you need to have the

shipment picked up and on what date or between what dates, you require delivery. It is the mover's responsibility to tell you if the service can be provided on or between those dates or, if not, on what other dates the service can be provided.

In the process of reaching an agreement with a mover, it may be necessary for you to alter your moving and travel plans if no mover can provide service on the specific dates you desire. Do not agree to have your shipment picked up or delivered "as soon as possible". The dates or periods of time you and the mover agree on should be definite.

Once an agreement is reached, the mover is required to enter those dates on the order for service and the bill of lading.

Once your goods are loaded, the mover is contractually bound to provide the service described in the bill of lading. The only defense for not providing the service on the dates called for is the "defense of force majeure". This is a legal term which means that if circumstances which could not have been foreseen and which are beyond the control of the mover prevent the performance of the service as agreed to in the bill of lading, the mover is not responsible for damages resulting from the non-performance.

If, after an order for service is prepared, the mover is unable to make pickup or delivery on the agreed dates, the mover is required to notify you by telephone, telegram or in person. The mover must at that time tell you when your shipment can be picked up or delivered. If for any reason you are unable or unwilling to accept pickup or delivery on the dates named by the mover, you should attempt to reach agreement on an alternate date.

The establishment of a delayed pickup or delivery date does not relieve the mover from liability for damages resulting from the failure to provide service as agreed. However, when you are notified of alternate delivery dates it is your responsibility to be available to accept delivery on the dates specified. If you are not available and willing to accept delivery, the mover has the right to place your shipment in storage at your expense or hold the shipment on its truck and assess additional charges.

If after the pickup of your shipment, you request the mover to change the delivery date, most movers will agree to do so providing your request will not result in unreasonable delay to their equipment or interfere with another customer's move. However, the mover is not required to consent to amended delivery dates and has the right to place your shipment in storage at your expense if you are unwilling or unable to accept delivery on the date agreed to in the bill of lading.

If the mover fails to pick up and deliver your shipment on the dates entered on the bill of lading and you have expenses you otherwise would not have had, you may be able to recover those expenses from the mover. This is what is called an inconvenience or delay claim. Should a mover refuse to honor such a claim and you continue to believe that you are entitled to be paid damages, you may sue the mover. The FHWA has no authority to order the mover to pay such claims.

While it is hoped that your shipment will not be delayed, you should consider this possibility and find out before you agree for a mover to transport your shipment what payment you can expect if the service is delayed through the fault of the mover.

#### NOTIFICATION OF CHARGES

You must advise the mover at the time you make the arrangements for the move if you wish to be notified of the weight and charges. You are required to give the mover a telephone number or address at which the notification will be received.

The mover must notify you of the charges at least one 24-hour weekday prior to the delivery, unless the shipment is to be delivered the day after pickup. The 24-hour requirement does not apply when you obtain an estimate of the costs prior to the move or when the shipment is to be weighed at the destination.

#### RECEIPT FOR DELIVERY OF THE SHIPMENT

At the time of delivery, the mover expects you to sign a receipt for your shipment. This is usually accomplished by having you sign each page of the mover's copy of the inventory.

Movers are prohibited from having you sign a receipt which relieves the mover from all liability for loss or damage to the shipment. Do not

sign any receipt which does not provide that you are signing for your shipment in apparent good condition except as noted on the shipping documents.

#### THE MOVER'S LIABILITY FOR LOSS AND DAMAGE

All moving companies are required to assume liability for the value of the goods which they transport. However, there are different levels of liability, and consumers should be aware of the amount of protection provided and the charges for each option.

Basically, most movers offer four different levels of liability under the terms of their tariffs and pursuant to the Surface Transportation Board's Released Rates Orders which govern the moving industry.

##### OPTION 1: RELEASED VALUE

This is the most economical protection option available. This no-additional-cost option provides minimal protection. Under this option, the mover assumes liability for no more than 60 cents per pound (\$1.32 per kilogram), per article. Loss or damage claims are settled based on the pound weight of the article multiplied by 60 cents (or the kilogram weight multiplied by \$1.32). For example, if a 10-pound (4.54 kilogram) stereo component, valued at \$1,000 were lost or destroyed, the mover would be liable for no more than \$6.00. Obviously, the shipper should think carefully before agreeing to such an arrangement. There is no extra charge for this minimal protection, but you must sign a specific statement on the bill of lading agreeing to it.

##### OPTION 2: DECLARED VALUE

Under this option, the valuation of your shipment is based on the total weight of the shipment times \$1.25 per pound (\$2.75 per kilogram). For example, a 4,000-pound shipment (1814.4 kilogram) would have a maximum liability value of \$5,000.00. Any loss or damage claim under this option is settled based on the depreciated value of the lost or damaged item(s) up to the maximum liability value based on the weight of the entire shipment. Under this option, if you shipped a 10-pound (4.54 kilogram) stereo component that originally cost \$1,000, the mover would be liable for up to \$1,000, based on the depreciated value of the item.

Unless you specifically agree to other arrangements, the mover is required to assume liability for the entire shipment based on this option. Also, the mover is entitled to charge you \$7.00 for each \$1,000 (or fraction thereof) of liability assumed for shipments transported under this option. In the example above, the valuation charge for a shipment valued at \$5,000 would be \$35.00. Under this option, your shipment is protected based on its depreciated value, and the mover is entitled to charge you a fee for this extra protection.

#### OPTION 3: LUMP SUM VALUE

Under this option, which is similar to Option 2, if the value of your shipment exceeds \$1.25 per pound (\$2.75 per kilogram) times the weight of the shipment, you may obtain additional liability protection from the mover. You do this by declaring a specific dollar value for your shipment. The amount you declare must exceed \$1.25 per pound (\$2.75 per kilogram) times the weight of the shipment. The amount of value that you declare is subject to the same valuation charge (\$7.00 per \$1,000) as described in OPTION 2. For example, if you declare that your 4,000-pound (1814.4 kilogram) shipment is worth \$10,000 (instead of the \$5,000 under OPTION 2), the mover will charge you \$7.00 for each \$1,000 of declared value, or \$70.00, for this increased level of liability. If you ship articles that are unusually expensive, you may wish to declare this extra value. You must make this declaration in writing on the bill of lading.

#### OPTION 4: FULL VALUE PROTECTION

Many movers offer a fourth level of added-value protection, often referred to as "full value protection" or "full replacement value". If you elect to purchase full value protection, articles that are lost, damaged or destroyed will be either repaired, replaced with like items, or a cash settlement will be made for the current market replacement value, regardless of the age of the lost or damaged item. Unlike the other options, depreciation of the lost or damaged item is not a factor in determining replacement value when the shipment is moved under full value protection.

The cost for full value protection is approximately \$8.50 per \$1,000 of declared value; however, the minimum value declared must be equal to the weight of the shipment multiplied by \$3.50 per pound (\$7.70 per kilogram), which is further subject to a minimum declaration of \$21,000.

For example, if your shipment weighs 5,000 pounds (2,268 kilograms), the minimum declared value must be at least \$21,000. The exact cost for full value protection may vary by mover and may be further subject to various deductible levels of liability which may reduce your cost. As your mover for the details of its specific plan.

■ ■ ■

Under these four options, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound (\$220 per kilogram). Ask your mover for a complete explanation of this limitation before you move. It is your responsibility to study this provision carefully and to make the necessary declaration.

These optional levels of liability are not insurance agreements which are governed by state insurance laws, but instead are authorized under Released Rates Orders of the Surface Transportation Board of the U.S. Department of Transportation. In addition to these options, some carriers may also offer to sell, or procure for you, separate liability insurance from a third-party insurance company when you release your shipment for transportation at the minimum released valuation of 60 cents per pound (\$1.32 per kilogram) per article (Option 1). This is not valuation coverage governed by Federal law, but optional insurance that is regulated under State law. If you purchase this separate coverage, in the event of loss or damage which is the responsibility of the mover, the mover is liable only for an amount not exceeding 60 cents per pound (\$1.32 per kilogram) per article, and the balance of the loss is recoverable from the insurance company up to the amount of insurance purchased. The mover's representative can advise you of the availability of such liability insurance and the cost.

If you purchase liability insurance from or through your mover, the mover is required to issue a policy or other written record of the purchase and to provide you with a copy of the policy or other document at the time of purchase. If the mover fails to comply with this requirement, the mover becomes fully liable for any claim for loss or damage attributed to its negligence.

## COMPLAINTS AND **INQUIRIES ABOUT THE MOVER'S** SERVICE

All movers are expected to respond promptly to complaints or inquiries from their customers. Should you have a complaint or question about your move, you should first attempt to obtain a satisfactory response from the mover's local agent, the sales representative who handled the arrangements for your move, or the driver assigned to your shipment.

If for any reason you are unable to obtain a satisfactory response from one of these persons, you should then contact the mover's principal office. When you make such a call, be sure to have available your copies of all the documents relating to the move. Particularly **important** is the **number** assigned to your shipment by the mover.

Interstate movers are also required to offer neutral arbitration as a means of resolving consumer disputes involving loss or damage on collect on delivery (COD) shipments. Your mover is required to provide you with information regarding its arbitration program.

**A I I** interstate moving companies are required to maintain a complaint and inquiry procedure to assist their customers. At the time you make the arrangements for your move, you should ask the mover's representative for a description of the mover's procedure, the telephone number to be used to contact the carrier and whether the mover will pay for such telephone calls.

## **PAYMENTS**

### **PAYMENT OF THE TRANSPORTATION CHARGES**

At the time for payment of transportation charges, the mover is required to give you a freight bill identifying the service provided and the charge for each service. It is customary for most movers to use a copy of the bill of lading as a freight bill; however, some movers use an entirely separate document for this purpose.

Except in those instances where a shipment is moving on a binding estimate, the freight bill must specifically identify each service performed, the rate per unit for each service, and the total charges for each service. Do not accept or pay a freight bill which does not **contain this information**.

If your shipment was transported on a collect on delivery (COD) basis, you will be expected to pay the total charges appearing on the freight bill at the time of delivery unless the mover provided a non-binding estimate of approximate cost and the total charges for the services included in the estimate exceed 110 percent of the estimated charges.

It is customary for movers to provide in their tariffs that freight charges must be paid in cash, by certified check, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank). When this requirement exists, the mover will not accept personal checks. At the time you make arrangements for your move, you should ask the mover about the form of payment that is acceptable.

Some movers permit payment of freight charges by use of a charge card. However, do not assume that because you have a nationally recognized charge or credit card that it will be acceptable for payment. Ask the mover at the time the arrangements are made.

If you do not pay the transportation charges at the time of delivery the mover has the right under the bill of lading to refuse to deliver your goods. The mover may place them in storage at your expense until the charges are paid.

If, before payment of the transportation charges, you discover an error in the charges, you should attempt to correct the error with the driver, the mover's local agent, or by contacting the mover's main office. If an error is discovered after payment, you should write the mover (the address will be on the freight bill) explaining the error and request a refund.

Movers customarily check all shipment files and freight bills after a move has been completed to make sure the charges were accurate. If an overcharge is found, you will be notified and a refund made. If an undercharge occurred, you will be billed for the additional charges due.

### **PAYMENT OF THE TRANSPORTATION CHARGES ON SHIPMENTS TRANSPORTED ON TWO OR MORE VEHICLES**

Although all movers try to move each shipment on one truck it becomes necessary at times to divide a shipment among two or more trucks. This frequently occurs when an automobile is included in the shipment and it is transported on a vehicle specially designed to transport automobiles. When this occurs your transportation charges are the same as if the entire shipment moved on one truck.

If your shipment is divided for transportation on two or more trucks, the mover can require payment for each portion as it is delivered.

Movers are also permitted, but not required, to delay the collection of all the charges until the entire shipment is delivered. At the time you make the arrangements for your move, you should ask the mover about its policies in this respect.

#### **PAYMENT OF TRANSPORTATION CHARGES ON SHIPMENTS LOST OR DESTROYED IN TRANSIT**

Movers customarily make every effort to assure that while your shipment is in their possession for transportation, no items are lost, damaged or destroyed. However, despite the precautions taken, articles are sometimes lost or destroyed during the move.

In addition to any money you may recover from the mover to compensate for lost or destroyed articles, you are also entitled to recover the transportation charges represented by the portion of the shipment lost or destroyed.

On shipments with partial loss or destruction of goods, the transportation charges must be paid. The mover will then return proportional freight charges at the time loss and damage claims are processed. Should your entire shipment be lost or destroyed while in the mover's possession, the mover cannot require you to pay any of the charges except the amount you have paid or agreed to pay for added liability protection. The fact that you do not pay any transportation charges does not affect any right you may have to recover reimbursement for the lost or destroyed articles providing you pay the charges for added liability protection.

#### **FILING OF CLAIMS FOR LOSS AND DAMAGE OR DELAY AND DISPUTE RESOLUTION PROGRAMS**

Should your move result in loss or damage to any of your property, you have the right to file a claim with the mover to recover money for such loss or damage.

You have nine months following either the date of delivery, or the date on which the shipment should have been delivered, to file a claim. However, you should file a claim as soon as possible. If you fail to file a claim within 120 days following delivery and later bring a legal action against the mover to recover the damages, you may not be able to recover your attorney fees even though you win the court action.

While the Federal Government maintains regulations governing the processing of loss and damage claims, it cannot resolve those claims. If you cannot settle a claim with the mover, you may file a civil action to recover in court. In this connection, you may obtain the name and address of the mover's agent for service of legal process in your state by contacting the FHWA.

In addition, interstate movers are required to participate in a Dispute Resolution Program which provides that certain types of unresolved loss or damage claims must be submitted to a neutral arbitrator for resolution. You may find submitting your claim to arbitration under such a program to be a less expensive and more convenient way to seek recovery of your claim. Movers are required to advise all COD shippers of the existence and details of the arbitration program before they accept a shipment to be transported. If the mover does not provide you with information about a dispute resolution program before you move, ask him for the details of the program.

#### **CONCLUSION**

Should you have any questions about your move which are not answered in this pamphlet, do not hesitate to ask the mover's representative who handled the arrangements for your move, the driver who transports your shipment, or the mover's main office for additional information.

For further advice or assistance, contact the Federal Highway Administration:

LICENSING & INSURANCE DIVISION (HIA-30)  
OFFICE OF MOTOR CARRIER INFORMATION ANALYSIS  
FEDERAL HIGHWAY ADMINISTRATION  
400 VIRGINIA AVENUE, SW  
WASHINGTON, DC 20024  
(202) 358-7027





#### POINTS TO REMEMBER —

- Movers may give binding estimates.
- Non-binding estimates may not be accurate; actual charges may often exceed the estimate.
- Specify pickup and delivery dates in the **order for service**.
- The **Bill of Lading** is your contract with the mover... **READ IT CAREFULLY**... If you have any questions ask your mover.
- Be sure that you understand the extent of your mover's liability for loss and damage.
- You have the right to be present each time your shipment is weighed.
- You may request a reweigh of your shipment.
- If you have moved on a non-binding estimate, you should have enough cash or a certified check to pay the estimated cost of your move plus 10 percent more at time of delivery.
- Unresolved claims for loss or damage may be submitted to arbitration; ask your mover for details.



**JOSEPH M. HARRISON**  
**President**

October 14, 1997

Mike Falk, Attorney  
Chief Counsel's Office  
FEDERAL HIGHWAY ADMINISTRATION  
400 7<sup>th</sup> Street, NW - HCC-20  
Washington, DC 20590

Dear Mike:

Since I have been checking with you on the status of FHWA's pending household goods rulemaking order, I thought it appropriate to ask your advice regarding another change in the consumer protection rules that our Household Goods Carriers' Bureau Committee would like FHWA to consider.

AMC and its HGCB Committee desire to formally (or informally) request that the reference to 1,000 pounds in 49 U.S.C. 375.7(5) be increased to 3,000 pounds. The current provision reads as follows: ***(5) Shipments weighing 7,000 pounds or less may be weighed on a certified platform or warehouse scale prior to loading for transportation or subsequent to unloading.*** The 1,000 pound reference has remained unchanged since the consumer rules were effected by the Interstate Commerce Commission in Ex Parte No. MC-I 9, Sub 36 in 1982. Since that time average weights of private transferee C.O.D. household goods shipments have increased from 4,611 pounds to 6,023 pounds. Other customer segments average shipment weights have also increased significantly, corporate shipments now weigh an average of 8,952 pounds and government shipments on average weigh 7,252 pounds. Therefore, 15 years later what the industry considers small shipments is closer to 3,000 pounds than 1,000 pounds. That is, there are more shipments in the 2,500 to 3,000 pound category than there are in 1,000 pounds or less category.

AMC members believe that increasing the weight to a more contemporary weight (3,000 pounds) will result in increased operating efficiencies by permitting more small shipments to be weighed directly at the warehouse location rather than determining weights through the more complex gross-tare weight determination process. The efficiency **gains** would be considerable for those mover agents that are faced with multiple small shipments to be picked up or delivered to their warehouse during the busy moving season.

Servicing small household goods shipments is a difficult process during the peak moving season. Allowing more small shipments to be weighed in a less complex and time-consuming fashion will reduce handling and processing time and, therefore, will improve on time pickup and delivery of consumers' small shipments.

Since a draft of the rulemaking is still being circulated, I don't know if this letter will suffice to informally add the requested change to the rulemaking (as we did with the enclosed March 4 memo to Dave Miller) so that it can be subject to public comment when the rulemaking is issued or whether I should formally submit this request and ask that it be included with other changes now being considered.

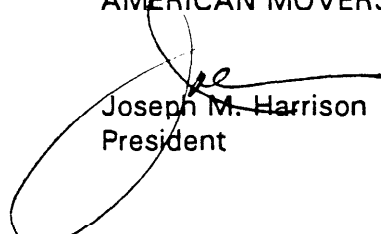
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Finally, can you advise if the pending rulemaking encompasses the credit regulation changes initially requested by AMC through a petition filed with the ICC. In my letter to you dated July 1, 1997, I referenced the subject and attached a March 6, 1996 ICC decision that transferred our request (a May 3, 1995 petition) to the Federal Highway Administration and asked whether it was part of the pending rulemaking.

Your advice would be appreciated.

Sincerely,

AMERICAN MOVERS CONFERENCE



Joseph M. Harrison  
President

P.S. I'm getting a lot of heat from my members about the rulemaking delay and this summer the media (TV, radio, print) and Congress have asked many questions about FHWA oversight of movers (see enclosure). Therefore, I plan to write a letter to the attention of Edward Kussy in an attempt to move the rulemaking along so that changes can be finalized prior to the 1998 moving season which begins in earnest in May.

PORTER GOSS  
14TH DISTRICT, FLORIDA

108 CANNON BUILDING  
WASHINGTON, DC 20515-0913  
(202) 225-2536

COMMITTEES:  
CHAIRMAN  
PERMANENT SELECT COMMITTEE  
ON INTELLIGENCE

RULES  
CHAIRMAN, SUBCOMMITTEE  
ON LEGISLATIVE AND BUDGET PROCESS

Congress of the United States  
House of Representatives  
Washington, DC 20515-0914

September 23, 1997

DISTRICT OFFICES:  
2000 MAIN STREET  
SUITE 303  
FT. MYERS, FL 33901  
(941) 332-4577

3301 TAMiami TRAIL EAST  
BUILDING F, SUITE 212  
NAPLES, FL 34112  
(941) 774-8080

PUNTA GORDA  
(941) 639-0051

The Honorable Rodney E. Slater  
Secretary  
Department of Transportation  
400 Seventh Street, S. W.  
Washington, D. C. 20590

Dear Mr. Secretary:

It has come to our attention that a number of constituents in Southwest Florida have had problems with interstate household goods carriers. While we recognize that the Interstate Commerce Commission Termination Act (ICCTA), P.L. 104-422, has created a **new** process for the regulation of this industry, it is our understanding that the **Department** of Transportation continues to have a significant role in registering interstate household goods carriers.

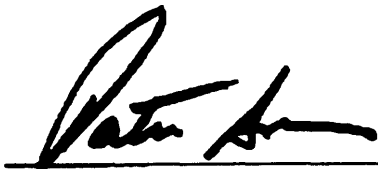
We have heard reports of carriers operating without licenses and/or insurance, and failing to comply with their **contractual** obligations. In researching these concerns, we have found **that the** Federal Highway Authority (FHWA) **seems** to be taking a **very** broad interpretation of the new law. Before the ICCTA **was** passed, the ICC was involved in dispute resolution without **statutory authority**. While the legislative history of this law makes it clear that the Department should no longer be allocating resources towards **dispute** resolution activities, the **report** further states:

***"The Committee &es not intend that the Secretary have no oversight over the background commercial rules.. ."***

Therefore, it would seem that issues of non-compliance regarding interstate household goods carriers still **fall** under the jurisdiction of the Department.

We are not certain whether these problems, which we have only been hearing about **recently**, are unique to Florida because of its rapid growth or if this is a national trend. This is a matter of great concern to a number of our constituents in Southwest Florida and we would like to hear of the actions that the Department is currently taking to address these issues and **what** proposals are planned for the future.


Sincerely,



Representative Porter Goss



Senator Connie Mack



Senator Bob Graham